

Terms & Condition of Rental Agreement

THIS AGREEMENT IS BETWEEN: VANQUEST (The campervan owner) and THE HIRER (You)

1. YOUR RENTAL AGREEMENT WITH VANQUEST

Hirers are requested to read and accept these Terms and Conditions carefully before signing the agreement and before the hire can be completed. If there is anything you do not understand or do not agree with, please ask VanQuest for guidance.

2. BOOKING CONFIRMATION AND PAYMENT

An initial deposit of £150 per hire period is required to confirm the booking, which is non-refundable. A binding contract for the hire will come into existence when VanQuest issues your booking acceptance. The balance of your hire money is payable 4 weeks prior to the start date of your hire, or at the time of booking if you book less than 4 weeks from the start date of your hire. There is no charge for debit or Credit cards. The full cost of rental plus a Security Deposit must be paid before any vehicle is released for rental. The Security Deposit of £500 will be left at the start of the hire period. If the campervan is returned in good condition (subject to inspection), whole and undamaged. You are requested to return the vehicle with the same amount of fuel as you commenced the rental, The Security Deposit will be returned to the hirer within 7 days.

Should the condition of the campervan be otherwise, then repairs, replacements or cleaning costs will be charged against the Security Deposit.

The security Deposit must be paid in cash, or Pre-Authorisation on debit or credit card at the time of hire. It will not be cashed unless necessary.

3. CANCELLATIONS

All cancellations must be notified in writing to VanQuest, but please call immediately to inform us, as this will improve the chances of re-hiring the campervan. If notification of your cancellation is received more than 4 weeks before the start date of your hire you will be refunded in full less the initial payment (the deposit). If notification of your cancellation is received less than 4 weeks before the start date of your hire all monies paid and due are not refundable and you are still liable for any sums not yet paid. However, VanQuest will do all it can to rehire the Campervan and if they are able to do so, you will be refunded up to a maximum of your total hire less your initial payment, subject to the amount VanQuest is able to rehire the campervan for.

4. COLLECTION AND RETURN TIMES

Unless otherwise agreed with VanQuest, the Campervan will be available from 16:00 - 20.00pm on the day of collection from the agreed location and must be delivered back to the agreed location before 11.00am on the last day of hire. The agreed collection and return times are part of your hire agreement. Late returns can have a significant impact on the next hire. If you fail to return your campervan on time you may be liable to an extra charge, typically £50 plus any additional costs incurred by VanQuest as a result. There are no refunds for campervan returned early. The return time is that when the campervan is to be handed back to the VanQuest emptied of your personal possessions and in the condition defined below. It is not the time when the campervan arrives back at the location.

5. VEHICLE AVAILABILITY

Whilst every effort will be made to provide the exact camper requested, occasionally campervans are not available as agreed, which is almost always due to events beyond VanQuest's control (see below). If your booking has to be cancelled we will offer you the choice of an alternative campervan or, if no suitable replacement is available, provide a full refund of all monies you have paid for your booking.

6. EVENTS BEYOND VANQUEST'S CONTROL

Unfortunately, events beyond VanQuests control occasionally affect bookings. When reference is made to such events in Conditions of Hire, this means any event(s) or circumstance(s) which VanQuest could not, even with all due care, foresee or avoid can accept responsibility or pay any compensation, costs or expenses. This includes any delays to and/or restrictions to your hire to which you may be subject. However, if your booking has to be cancelled as a result, VanQuest will offer you the choice of an alternative campervan (if available) or refund as described above. We highly recommend that you take out separate holiday insurance to cover such eventualities.

7. IDENTIFICATION & SUITABLE PERSONS

Your driving licence must be produced each and every time you hire a vehicle from us. In addition, you must produce at least one further means of identification, which must include a utilities bill to you at your present address, or an official letter to you at your present address. You will also be required to leave a landline telephone number where you can be contacted either during the day or evening. VanQuest have the right to refuse to hand over a campervan to any person who, in the reasonable opinion of VanQuest, as applicable, is not suitable to take charge.

8. DRIVING LICENCE

All drivers must be in possession of a current, full valid driving licence. UK Licence holders must produce either the new style card licence or the old style paper licence. In addition drivers will be required to give VanQuest access to DVLA online to check the licence details. (See DVLA share your licence). Drivers with foreign driving licences must present their own national licence, plus an International Driving Permit (IDP) if a non-EU, EEA resident. All other drivers may drive in the UK for up to one year from commencement of residency in accordance with the current DVLA restrictions. Sight of their Passport is required for proof of entry.

9. ADDITIONAL DRIVERS

In addition to the main hirer, it is possible for two other hirers to be insured to drive the vehicle, provided they meet our insurance requirements.

There is an additional charge for this.

10. FUEL

Our rental staff will note on the pre-rental check form, the reading of the fuel gauge. You are requested to return the vehicle with the same amount of fuel as you commenced the rental. A re-fuelling charge will be made if it is necessary to bring the level of fuel up to where it was when you took the vehicle. No refund will be given for any fuel in excess of the original reading.

11. TOWING

You or your authorised named driver must not use the vehicle for towing unless we have given you written permission.

12. PETS

The acceptance of pets in the campervan will be by agreement with VanQuest..

13. SMOKING

Smoking is strictly prohibited in all campervans in VanQuest's fleet. If there is evidence of smoking in the campervan then cleaning costs will be charged against the Security Deposit.

14 BED LINEN & TOWELS

Bed linen, pillows and towels are available as an option.

15. RENTAL PERIOD

You will retain the vehicle for the rental period shown in the agreement. You undertake to return the vehicle at the agreed place, on the date and time indicated in your rental agreement. The rental duration is calculated on the basis of indivisible periods of 24 hours, starting from when the vehicle is made available. If you do not bring the vehicle back on time you are breaking the conditions of this agreement. You will be charged for every day or part day you have the vehicle after you should have returned it. Until the vehicle is returned you will be charged the daily rate of your hire plus 50%.

16. YOUR RESPONSIBILITIES

- a) You must look after the vehicle and the keys to the vehicle. You must always lock the vehicle when you are not using it, and use any security device fitted to or supplied with the vehicle.
- b) You must always protect the vehicle against bad weather which can cause damage.
- c) You must make sure that you use the correct fuel.

- d) You are responsible for any damage to the vehicle caused by hitting low level objects, such as bridges or low branches, damage to any under bodywork, damage to tyres unless caused by an accident or breakage to glass or windscreen.
- e) You are responsible for the cost of recovery of the vehicle if it has become bogged.
- f) You are responsible for damage caused to the vehicle through miss use or driver error. It is possible to damage a clutch in a relatively short distance due to driving technique.
- g) You must not sell, rent or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle.
- h) You must not let anyone work on the vehicle without VanQuest's permission. If VanQuest does give you permission, you will only receive a refund if you have a receipt for the work.
- i) You must let us know as soon as you become aware of a fault in the vehicle.
- j) You must bring the vehicle back to the place agreed, at the time agreed and remain responsible for the vehicle until this time.

You will have to pay for repairs if:

- The vehicle needs more than our standard valeting (cleaning).
- You have damaged the vehicle, inside or out.

Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle.

17. WHAT TO DO IF YOU HAVE AN INCIDENT

If you have an incident you must not admit responsibility. You should get the names and addresses of everyone involved, including witnesses. You should also: Make the vehicle secure. Tell the police straight away if anyone is injured or there is disagreement over who is responsible; and Call our office straight away. You must then fill in our incident report form when you return the vehicle or if this is not possible, verbal details will be taken from you to then sign a copy of the information you have supplied. In any event this procedure must be actioned within 24 hours whichever is sooner.

18. CONDITIONS FOR USING THE VEHICLE

The vehicle must only be driven by you and any other driver named on the hire insurance policy, or by anyone else we authorise in writing. Anyone driving the vehicle must have a full valid driving licence. You or any other authorised driver must not:

- a) Use the vehicle for hire or reward.
- b) Use the vehicle for any illegal purpose .
- c) Use the vehicle for racing, pace making, testing the vehicle's reliability and speed or teaching someone to drive.
- d) Use the vehicle while under the influence of alcohol or drugs.
- e) Add a bike rack or roof box unless supplied by Vanquest.
- f) Drive the vehicle outside England, Scotland and Wales, unless we have given you written permission.
- g) Overload the vehicle.
- h) Carry goods or baggage that cause damage to the vehicle.
- i) Break the Highway Code, road traffic laws or any other laws

19. OVERSEAS TRAVEL

With approval, it is possible that our vehicles can be taken abroad, although there are restrictions regarding taking them into some countries. A surcharge will apply when taking a vehicle outside the U.K. and extra charges will be made to provide a Green Card and Foreign Breakdown Service.

20. OUR RESPONSIBILITIES

We have maintained the vehicle to at least the manufacturer's recommended standard. We assure you that the vehicle is roadworthy and suitable for renting at the start of the rental period. We are responsible if someone is injured or dies because of our negligent act, or failure to act.

21. PROPERTY

We are only responsible for loss or damage to property left in the vehicle if the loss or damage results from our negligence or a breach of contract.

22. CONDITION OF THE VEHICLE

Before leaving the rental location you will be required to proceed with a joint examination of the vehicle with VanQuest. Both you and VanQuest will sign the vehicle condition sheet. You will return the vehicle in the same condition as it was provided at the start of the rental and the vehicle condition sheet checked and counter signed. VanQuest has a 48 hour grace period to note any further damage or items missing from the inventory; where this is the case you will be notified immediately.

23. CHARGES

- a) Charges are based on VanQuest's price list at the time of booking. You will be charged for:
- b) The rental and any other charges liable under this agreement.
- c) A charge for any loss or damage to the campervan (even if it is accidental or not your fault) subject to the cover provided by the hire insurance.
- d) Any charge for loss or damage resulting from you not complying with a condition.
- e) You must empty the toilet at the end of the hire period. There is a £40 charge for an un-emptied toilet.
- f) A re-fuelling charge will be made if it is necessary to bring the level of fuel up to where it was when you took the vehicle. The charge is based on the cost of the fuel plus £20.
- g) Gas is included, but should you need to replace an empty bottle during the course of your hire, this is your responsibility but VanQuest will refund the costs on presentation of a valid receipt.
- h) All fines and court costs for parking, traffic, or other offences (including any costs which arise if the vehicle is clamped). You must pay the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will be responsible to pay our reasonable administration charges, which arise when we deal with these matters on your behalf.
- i) A loss-of-income charge, when we demand it, if we cannot rent out the vehicle because it needs to be repaired, it is a write-off (can't be repaired) or it has any published rates for delivering and collecting the vehicle.

24. ENDING THE AGREEMENT

If you are an individual, we will end this agreement straight away if we find out your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you. We may end this agreement if you do not meet the main requirements of this agreement. If you are a company, we will end this agreement straight away if: You go into liquidation. You call a meeting of creditors. We find out that your goods have been taken away from you until you pay off your debts. or you do not meet any of the conditions of this agreement. If we end this agreement it will not affect our right to receive any money we are owed under the conditions of this agreement. We can also claim reasonable costs from you if you do not meet the main requirements of this agreement. We can repossess the vehicle (and charge you a reasonable amount) without using unreasonable force or causing damage.

25. DATA PROTECTION

The personal data that is collected in relation with your hire with us is explained in our Privacy Policy Document, a copy of which is available from our website www.vanquest.co.uk . If you agree we may use any information you have given us to carry out our own market research. If you break the agreement we can give this information to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisation. We can also give this information to our Insurance Brokers who may inform the British Vehicle Rental and Leasing Association (BVRLA), who can pass it on to any of its members for any purpose shown in the Data Protection Act 1998 and the General Data Protection Regulation 2018

26. GOVERNING

The laws of the country in which it is signed govern this agreement. Any dispute may be settled in the courts of that country.

27. SEVERANCE

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

Please note that cover is subject to the expiry date on the cover note. If this date and time is overlapped with the return of the vehicle, contact must be made with VanQuest to extend cover to ensure continuation of insurance.